



State of New Hampshire  
Department of Health and Human Services

**REQUEST FOR PROPOSALS**

FOR

Behavioral Health System Crosswalk and Gaps Analysis

RFP-2023-DBH-03-BEHAV

RELEASE DATE: November 30, 2022

**New Hampshire Department of Health and Human Services  
Behavioral Health System Crosswalk and Gaps Analysis**

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# New Hampshire Department of Health and Human Services Behavioral Health System Crosswalk and Gaps Analysis

## 1. PURPOSE AND OVERVIEW

### 1.1. Introduction

The New Hampshire Department of Health and Human Services, Division for Behavioral Health (“Department”) is seeking responses to this Request for Proposals (“solicitation” or “RFP”) from qualified Vendors to conduct a behavioral health system crosswalk and gaps analysis. The purpose of this work is to identify opportunities for New Hampshire to enhance services, reduce duplication and identify potential programmatic, funding, and policy opportunities that lead to improved integration within the behavioral health system and other healthcare and social systems to promote whole person health.

The Department anticipates awarding one (1) contract for the services in this solicitation.

### 1.2. Key Information

The information in the table below is as anticipated by the Department. All information is subject to change, the availability of funds, and/or approval by the Governor and Executive Council.

<b>Contract Effective Date</b>	<b>Anticipated on or before March 1, 2023</b>	
<b>Contract End Date</b>	<b>December 1, 2023</b>	
<b>Renewal Options</b>	The Department may extend contracted services for up to two (2) additional years.	
<b>Funding Source</b>	The Department anticipates using Other funds for resulting contract(s).	
	Assistance Listing #	N/A
	Award Name	Governor’s Office for Emergency Relief and Recovery
<b>Match Requirements</b>	<b>N/A</b>	
<b>Point of Contact</b>	Amy Marchildon, Contract Specialist <a href="mailto:amy.e.marchildon@dhhs.nh.gov">amy.e.marchildon@dhhs.nh.gov</a> 603-271-6533	
From the date of release of this solicitation until an award is made and announced regarding the selection of a Vendor, all communication with personnel employed by or under contract with the Department regarding this solicitation is prohibited unless first approved by the Point of Contact listed above. Department employees have been directed not to hold conferences and/or discussions concerning this solicitation with any potential contractor during the selection process, unless otherwise authorized by the Point of Contact. Vendors may be disqualified for violating this restriction on communications.		

### 1.3. Procurement Timetable

All times are according to Eastern Time. The Department reserves the right to modify these dates and times at its sole discretion.		
Item	Action	Date

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1.	Solicitation Released	11/30/2022
2.	Letter of Intent Submission Deadline (optional)	12/5/2022
3.	Questions Submission Deadline	12/7/2022 <b>12:00PM</b>
4.	Department Response to Questions Published	12/21/2022
5.	Vendor Solicitation Response Due Date	1/4/2023 <b>12:00PM</b>

### 1.4. Background

#### 1.4.1. New Hampshire Department of Health and Human Services, Division for Behavioral Health

The Department is dedicated to providing a comprehensive and coordinated system of health and human services that promotes and protects the health, safety and well-being of the citizens of New Hampshire. Such services are directed at supporting families, strengthening communities, and developing the independence and self-sufficiency of New Hampshire citizens to the extent possible. The behavioral health care of New Hampshire citizens is central to this mission.

Conducting an independent evaluation of the current system's capacity, capability, and level of integration necessary to ensure a long term strategy for the behavioral health system that is founded on the principles of resiliency and recovery, evidence-based practices, effectiveness, and efficiency. The assessment will focus on the current system capability to serve people across prevention, intervention, treatment, recovery and harm reduction services, including capacity to treat people in clinically appropriate settings and gaps that prevent access to those resources within the health system.

Behavioral Health is inclusive of mental health, and substance misuse across the lifespan. As such, this scope of work will span across the Division for Behavioral Health, which includes the Bureaus of Mental Health, Drug and Alcohol Services and Children's Behavioral Health. Integration means the integration of mental health and substance misuse services to create a robust behavioral healthcare delivery system in NH and, on a broader level, the integration of behavioral health and physical health services.

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Certain areas of gaps analysis on the mental health system were examined through the 10-Year Mental Health Plan, which acts as the guiding document for the work within that system in NH. Therefore, this scope will utilize the 10-Year Mental Health Plan to understand gaps in the mental health system and recommendations for change already underway, and will additionally examine gaps in the substance use disorder continuum of care and opportunities for integration of these care systems to better serve individuals.

### 1.4.2. Objective

The Division has several background drivers for ongoing work including the 10-Year Mental Health Plan, Governors Commission on Alcohol and Other Drugs Strategic Plan, and Children's System of Care. While these plans continue to drive the work forward, they remain siloed in approach across many areas. The Division recognizes the need to move toward an integrated system that follows national best practices and research on better outcomes for individuals. In order to do so, the Division seeks guidance on identifying where there are gaps in care and redundancies in resources and opportunities including, but not limited to policy, blended funding and integrated workforce to make the most impact on NH's behavioral health system across the lifespan.

## 2. STATEMENT OF WORK

### 2.1. Scope of Services

2.1.1. The selected Vendor must conduct a review and analysis of the Ten-Year Mental Health Plan and the Children's System of Care as well as other behavioral health strategic plans, needs assessments and existing data sources, both internal and external to the Department, across the behavioral health system of care. The selected Vendor must:

2.1.1.1. Identify and map current behavioral health programs, practices, and policies across the continuum of care as outlined by the Department; and

2.1.1.2. Work with the Department to identify and receive relevant information and data for review and analysis, including, but not limited to:

2.1.1.2.1. 10-Year Mental Health Plan.

2.1.1.2.2. Governor's Commission on Alcohol and Other Drugs Strategic Plan.

2.1.1.2.3. Children's System of Care.

2.1.1.2.4. NH Suicide Prevention Strategic Plan.

2.1.1.2.5. Integrated Delivery Networks (IDN) Promising Practices.

2.1.1.2.6. Regional Public Health Network (RPHN) Community Health Improvement Plans.

2.1.1.2.7. Local Hospitals' Community Needs Assessments.

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2.1.1.2.8. State Opioid Response reports and data including Doorway summary reporting and SOR GPRAs data, CORBI (Opioid Crisis) Dashboard.

2.1.1.2.9. Department of Public Health Services (DPHS) State Health Assessment and DPHS State Health Improvement Plan.

2.1.1.2.10. PEER Workforce Advancement Plan.

2.1.1.2.11. External programs and organizations as identified by the Department.

2.1.1.2.12. Other reports, data and plans as determined by the Department.

**Q1** *What is your experience with completing reviews on a system-wide scale in order to make recommended changes?*

**Q2** *What other strategic plans, needs assessments and existing data sources do you recommend be included in the analysis of the behavioral health system of care?*

2.1.2. The selected Vendor must assess shared goals and gaps across the behavioral health system of care, including, but not limited to:

2.1.2.1. The Division for Behavioral Health (DBH), including

2.1.2.1.1. The Bureau of Mental Health Services (BMHS).

2.1.2.1.2. The Bureau for Children's Behavioral Health (BCBH).

2.1.2.1.3. The Bureau of Drug and Alcohol Services (BDAS).

2.1.2.1.4. DBH Policy Unit.

2.1.2.2. Division of Public Health, including relevant work in behavioral health, which may include, but not be limited to:

2.1.2.2.1. Overdose prevention.

2.1.2.2.2. Opioid Data 2 Action (OD2A).

2.1.2.3. Other State agencies.

2.1.3. The selected Vendor must conduct a crosswalk of the shared goals and gaps across the behavioral health system of care.

2.1.4. The selected Vendor must complete an assessment of the information obtained from the activities described in Subsections 2.1.1. through 2.1.3. in order to:

2.1.4.1. Inform behavioral health programs, policies and practices;

2.1.4.2. Develop a health equity foundation for all assessments and recommendations, and highlight opportunities for the Department to better promote equity in strategy, policy and programming; and

2.1.4.3. Identify innovations or practices that should be implemented.

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**Q3** *What experience do you have examining data and recommendations through a health equity lens to understand which vulnerable populations may be at increased risk, and potentially underserved by the Department?*

**Q4** *How will you use the data in a manner that ensures a comprehensive systems assessment?*

2.1.5. The selected Vendor must facilitate work teams, as approved by the Department, to identify opportunities to:

2.1.5.1. Improve integration within the behavioral health system and other healthcare and social systems in order to promote whole person health;

2.1.5.2. Maximize use of shared funding, resources, and workforce that can be used across the behavioral health system of care;

2.1.5.3. Enhance services;

2.1.5.4. Reduce duplication;

2.1.5.5. Identify shared risk and protective factors across the continuum of care; and

2.1.5.6. Identify other potential programmatic, funding, and policy opportunities.

**Q5** *What experience do you have with systems integration, in particular, the entire behavioral health care system with healthcare and social systems?*

**Q6** *How will you use the assessment and data to design management tools that will enable the Department to update the inputs, outputs, and other data in order to surface system improvement opportunities in the future?*

2.1.6. The selected Vendor must design sustainable assessment and management tools that determine where the system is achieving defined goals and where the system needs improvement to achieve defined goals across the behavioral health system of care, including, but not limited to:

2.1.6.1. Multi-system logic models.

2.1.6.2. Multi-system alignment of metrics across various programs.

2.1.7. The selected Vendor must ensure the assessment and management tools are dynamic, and not static, in order for the Department and its stakeholders to continue to identify:

2.1.7.1. Opportunities for ongoing system improvement; and

2.1.7.2. The need for further evolution to achieve a more robust and effective continuum of care as population needs, practices and resources emerge over time.

**Q7** *What type of assessment and management tools and visuals do you use or recommend for this work?*

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2.1.8. The selected Vendor must identify and acquire all research data, which may include internal and external sources to the Department and obtain Department approval prior to utilizing data.

2.1.9. The selected Vendor must identify potential limitations, constraints, or other factors that might assist in the interpretation of the data or affect the reliability or sensitivity of the data, and develop a plan to mitigate such limitations, constraints, or other factors as necessary to ensure the Department's confidence that the selected data sufficiently supports the selected Vendor's fair and impartial recommendations.

**Q8** *What research methodologies will you utilize in developing the comprehensive system report, as described in Section 2.1.11., to ensure thorough, fair, and impartial findings and recommendations?*

2.1.10. The selected Vendor must participate in meetings with the Department on a biweekly basis, or as otherwise requested by the Department.

### 2.1.11. **Reporting**

2.1.11.1. On or before August 1, 2023, the selected Vendor must prepare and submit a report entitled, "Substance Misuse Continuum of Care Gaps Analysis," to the Department that includes findings and recommendations relative to gaps in care.

2.1.11.2. On or before December 1, 2023, the selected Vendor must prepare, and submit a report entitled, "Behavioral Health System Crosswalk" to the Department that:

2.1.11.2.1. Details the completed initial review;

2.1.11.2.2. Includes findings and recommendations relative to the completed initial review, including, but not limited to:

2.1.11.2.2.1. Overlapping goals and work.

2.1.11.2.2.2. Opportunities for efficiencies, including, but not limited to:

2.1.11.2.2.2.1. Policy changes.

2.1.11.2.2.2.2. Shared, and cross-trained workforce.

2.1.11.2.2.2.3. Braided funding.

2.1.11.2.2.2.4. More robust, sustainable and integrated services.

2.1.11.2.2.3. Opportunities for collaboration.

2.1.11.2.2.4. Gaps in care.

2.1.11.2.2.5. Equity recommendations.



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- 2.1.11.2.3. Includes designed management tools for the Department to use and update as needed over time, including, but not limited to:
  - 2.1.11.2.3.1. Logic models of current programming and/or other sustainable tools.
  - 2.1.11.2.3.2. Templates for future program use.
  - 2.1.11.2.3.3. Cross-sector data crosswalk, as approved by the Department, which incorporates necessary data on program findings.
- 2.1.11.2.4. Includes findings and recommendations relevant to staffing and financial mapping, including, but not limited to:
  - 2.1.11.2.4.1. Number of clinicians across the mental health and substance use systems of care relative to the level of need.
  - 2.1.11.2.4.2. Number of peer support and certified recovery support professionals across the mental health and substance use system of care relative to the level of need.
  - 2.1.11.2.4.3. Number of certified prevention specialists, student assistance professionals and other prevention/intervention positions relative to the level of need.
  - 2.1.11.2.4.4. Mapping where clinicians, prevention workers and peer workers are working in order to inform decisions about how the workforce can better meet needs.
  - 2.1.11.2.4.5. Mapping where financial investments are being made and recommendations for prioritization of future financial investments to best support an integrated system in line with best practices for better participant outcomes.
- 2.1.11.3. The selected Vendor may be required to provide other reports, data and metrics as defined by the Department in a format specified by the Department.

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## 3. SOLICITATION RESPONSE EVALUATION

3.1. The Department will evaluate responses from Vendors based upon the criteria and standards contained in this solicitation and by applying the points set forth below.

TECHNICAL RESPONSE	POSSIBLE SCORE
Experience (Q1)	15 Points
Analysis Recommendations (Q2)	25 Points
Health Equity Lens (Q3)	20 Points
Systems Assessment (Q4)	20 Points
Systems Integration (Q5)	30 Points
Tool Design (Q6)	15 Points
Recommendations (Q7)	15 Points
Research (Q8)	15 Points
<b>Technical Response – Total Possible Score</b>	<b>155 Points</b>

COST PROPOSAL	POSSIBLE SCORE
Budget Sheet (Appendix F)	70 Points
Program Staff List (Appendix G)	30 Points
<b>Cost Proposal – Total Possible Score</b>	<b>100 Points</b>

<b>MAXIMUM POSSIBLE SCORE</b>	<b>255 Points</b>
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## 3.2. Cost Proposal Evaluation Criteria

3.2.1. The **Budget Sheet** (Appendix D) will be scored based on the following criteria:

Budget Sheet	
Points	Criteria
0-20	Costs are not allowable.
	Reader cannot understand the relationship of cost relative to the proposed services.
	Cost items do not directly align with objectives of the RFP.

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	Costs are not reasonable.
	The costs do not represent significant value relative to anticipated outcomes.
21-48	Reader can generally understand the relationship of cost relative to the proposed services.
	Cost items are mostly aligned with the objectives of the RFP.
	Costs are predominantly reasonable.
	Costs relative to outcomes are adequate and meet the objectives of RFP.
49-70	Reader has a thorough understanding of the relationship of cost relative to the proposed services.
	Cost items directly align with objectives of the RFP.
	Costs are reasonable.
	The costs represent significant value relative to anticipated outcomes.

3.2.2. The **Program Staff List** (Appendix E) will be scored based on the following criteria:

<b>Program Staff List</b>	
<b>Points</b>	<b>Criteria</b>
0-9	Staffing costs are not reasonable.
	Reader cannot understand the relationship of staffing costs relative to the proposed services.
	Staffing cost items do not directly align with objectives of the RFP.
	The staffing costs do not represent significant value relative to anticipated outcomes.
10-21	Reader can generally understand the relationship of staffing costs relative to the proposed services.
	Staffing cost items are mostly aligned with the objectives of the RFP.
	Staffing costs are predominantly reasonable.
	Staffing costs relative to outcomes are adequate and meet the objectives of RFP.
22-30	Reader has a thorough understanding of the relationship of staffing costs relative to the proposed services.

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Staffing cost items directly align with objectives of the RFP.
Staffing costs are reasonable.
Staffing costs represent significant value relative to anticipated outcomes.

## 4. SOLICITATION RESPONSE PROCESS

### 4.1. Letter of Intent

- 4.1.1. A Letter of Intent to submit a Response to this solicitation is optional.
- 4.1.2. Receipt of the Letter of Intent by Department will be required to receive electronic notification of any solicitation amendments, in the event such are produced; any further materials on this project, including electronic files containing tables required for response to this solicitation; any addenda, corrections, or schedule modifications; notifications regarding any informational meetings for Vendors; or responses to comments or questions.
- 4.1.3. The Letter of Intent must be transmitted by email to the Contract Specialist identified in Subsection 1.2 and include the name, telephone number, mailing address and email address of the Vendor's designated contact. **Notwithstanding the Letter of Intent, Vendors remain responsible for reviewing the most updated information related to this solicitation before submitting a response.**

### 4.2. Questions and Answers

#### 4.2.1. Vendors' Questions

- 4.2.1.1. All questions about this Solicitation including, but not limited to, requests for clarification, additional information or any changes to the Solicitation must be made in writing, by email only, citing the Solicitation page number and part or subpart, and submitted to the Contract Specialist identified in Subsection 1.2.
- 4.2.1.2. The Department may consolidate or paraphrase questions for efficiency and clarity. Questions that are not understood will not be answered. Statements that are not questions will not receive a response.
- 4.2.1.3. The questions must be submitted by email; however, the Department assumes no liability for ensuring accurate and complete email transmissions.
- 4.2.1.4. Questions must be received by the Department by the deadline given in Subsection 1.3, Procurement Timetable.

#### 4.2.2. Department Responses

- 4.2.2.1. The Department intends to issue responses to properly submitted questions by the deadline specified in Subsection 1.3, Procurement Timetable. All oral answers given are non-binding. Written answers to questions received will be posted on the Department's website at

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(<https://www.dhhs.nh.gov/doing-business-dhhs/contracts-procurement-opportunities>). This date may be subject to change at the Department's discretion.

## 4.2.3. Exceptions

- 4.2.3.1. The Department will require the successful Vendor to execute a contract using the Form P-37, General Provisions and Standard Exhibits, which are attached as Appendix A. To the extent that a Vendor believes that exceptions to Appendix A will be necessary for the Vendor to enter into a Contract, the Vendor must note those issues during the Question Period in Subsection 1.3. Vendors may not request exceptions to the Scope of Services or any other sections of this Solicitation.
- 4.2.3.2. The Department will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion in its response to Vendor questions.
- 4.2.3.3. Any exceptions to the standard form contract and exhibits that are not raised by a Vendor during the Question Period may not be considered. In no event is a Vendor to submit its own standard contract terms and conditions as a replacement for the Department's terms in response to this Solicitation.

## 4.3. Solicitation Amendment

- 4.3.1. The Department reserves the right to amend this Solicitation by publishing any addenda, as it deems appropriate, prior to the Submission Deadline on its own initiative or in response to issues raised through Vendor questions. In the event that an addendum is published, the Department, at its sole discretion, may extend the Submission Deadline.

## 5. SOLICITATION RESPONSE SUBMISSION INSTRUCTIONS

- 5.1. Responses to this Solicitation must be submitted electronically via email to [rfx@dhhs.nh.gov](mailto:rfx@dhhs.nh.gov) **AND** to the Contract Specialist at the email address specified in Subsection 1.2.
  - 5.1.1. The subject line must include the following information:  
RFP-2023-DBH-03-BEHAV (email xx of xx).
- 5.2. The maximum size of file attachments per email is 10 MB. Submissions with file attachments exceeding 10 MB must be sent via multiple emails.
- 5.3. The Department must receive submissions by the time and date specified in the Procurement Timetable in Section 1.3 and in the manner specified or it may be rejected as non-compliant, unless waived by the Department as a non-material deviation.
- 5.4. The Department will conduct an initial screening step to verify Vendor compliance with the requirements of this Solicitation. The Department may waive or offer a limited opportunity for a Vendor to cure immaterial deviations from the Solicitation requirements if it is deemed to be in the best interest of the Department.

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- 5.5. Late submissions that are not accepted will remain unopened. Disqualified submissions will be discarded. Submission of solicitation responses shall be at the Vendor's expense.

### 6. SOLICITATION RESPONSE REQUIREMENTS

- 6.1. Acceptable solicitation responses must offer all services identified in Section 2 - Statement of Work, unless an allowance for partial scope is specifically described in Section 2.

- 6.2. Vendors must submit a separate electronic document for the Technical Response and a separate electronic document for the Cost Proposal.

#### 6.3. Technical Response Contents

Each Technical Response must contain the following, in the order described in this section:

- 6.3.1. **Appendix B – Transmittal Letter and Vendor Information**, including:

- 6.3.1.1. **Vendor Code Number** - Prior to executing any resulting contract(s), the selected Vendor(s) will be required to provide a vendor code number issued by the State of New Hampshire Department of Administrative Services upon registering as an authorized vendor with the State. Vendors are strongly encourage to provide a vendor code number in the Appendix D if available. More information can be found at: <https://das.nh.gov/purchasing/vendorresources.aspx>

- 6.3.2. **Appendix C – Vendor Technical Response to Mandatory Questions**

- 6.3.3. **Resumes** – Vendors must provide resumes for those key personnel who would be primarily responsible for meeting the terms and conditions of any agreement resulting from this Solicitation. Vendors must redact all personal information from resumes.

#### 6.4. Cost Proposal Contents

- 6.4.1. **Appendix D, Budget Sheet** – Vendors must complete an Appendix D, Budget Sheet, including the Budget Narrative column, for each State Fiscal Year (July 1 through June 30). This is not a low cost award.

- 6.4.2. **Appendix E, Staff List** - Vendors must complete an Appendix E, Staff List for each State Fiscal Year (July 1 through June 30).

### 7. ADDITIONAL TERMS AND REQUIREMENTS

#### 7.1. Non-Collusion

The Vendor's required signature on the Appendix B – Transmittal Letter and Vendor Information submitted in response to this Solicitation guarantees that the prices, terms and conditions, and services quoted have been established without collusion with other Vendors and without effort to preclude the Department from obtaining the best possible competitive solicitation response.

#### 7.2. Collaborative Solicitation Responses

Solicitation responses must be submitted by one organization. Any collaborating organization must be designated as a subcontractor subject to the terms of Appendix A, P-37 General Provisions and Standard Exhibits.

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### 7.3. Validity of Solicitation Responses

Solicitation responses must be valid for one hundred and eighty (180) days following the deadline for submission in the Procurement Timetable above in Subsection 1.3, or until the Effective Date of any resulting contract, whichever is later.

### 7.4. Debarment

Vendors who are ineligible to bid on proposals, bids or quotes issued by the Department of Administrative Services, Division of Procurement and Support Services pursuant to the provisions of RSA 21-I:11-c shall not be considered eligible for an award under this solicitation.

### 7.5. Property of Department

Any material property submitted and received in response to this solicitation will become the property of the Department and will not be returned to the Vendor. The Department reserves the right to use any information presented in any solicitation response provided that its use does not violate any copyrights or other provisions of law.

### 7.6. Solicitation Response Withdrawal

Prior to the Response Submission Deadline specified in Subsection 1.3, Procurement Timetable, a submitted Letter of Intent or solicitation responses may be withdrawn by submitting a written request for its withdrawal to the Contract Specialist specified in Subsection 1.2.

### 7.7. Confidentiality

- 7.7.1. Pursuant to RSA 21-G:37, the content of responses to this solicitation must remain confidential until the Governor and Executive Council have awarded a contract. The Vendor's disclosure or distribution of the contents of its solicitation response, other than to the Department, will be grounds for disqualification at the Department's sole discretion.

### 7.8. Public Disclosure

- 7.8.1. The information submitted in response to this solicitation (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and presentations), any resulting contract, and information provided during the contractual relationship may be subject to public disclosure under Right-to-Know laws, including RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this solicitation will be made accessible to the public online via the New Hampshire Secretary of State website (<https://sos.nh.gov/>).
- 7.8.2. Confidential, commercial or financial information may be exempt from public disclosure under RSA 91-A:5, IV. If a Vendor believes any information submitted in response to this solicitation should be kept confidential, the Vendor must specifically identify that information where it appears in the submission in a manner that draws attention to the designation and must mark/stamp each page of the materials that the Vendor claims must be exempt from disclosure as "CONFIDENTIAL." Vendors must also provide a letter to the person listed as the point of contact for this solicitation, identifying the specific page number and section of the information considered to be confidential, commercial or financial and providing the rationale for each designation. Marking or designating an entire submission, attachment or section as confidential shall

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neither be accepted nor honored by the Department. Vendors must also provide a separate copy of the full and complete document, fully redacting those portions and shall note on the applicable page or pages that the redacted portion or portions are “confidential.”

- 7.8.3. Submissions which do not conform to these instructions by failing to include a redacted copy (if necessary), by failing to include a letter specifying the rationale for each redaction, by failing to designate the redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the Department as not conforming to the requirements of the solicitation.
- 7.8.4. Pricing, which includes but is not limited to, the administrative costs and other performance guarantees in responses or any subsequently awarded contract shall be subject to public disclosure regardless of whether it is marked as confidential.
- 7.8.5. Notwithstanding a Vendor’s designations, the Department is obligated under the Right-to-Know law to conduct an independent analysis of the confidentiality of the information submitted in response to the solicitation. If a request is made to the Department to view or receive copies of any portion of the response that is marked confidential, the Department shall first assess what information it is obligated to release. The Department will then notify the Vendor that a request has been made, indicate what, if any, information the Department has assessed is confidential and will not be released, and specify the planned release date of the remaining portions of the response. To halt the release of information by the Department, a Vendor must initiate and provide to the Department, prior to the date specified in the notice, a court action in the Superior Court of the State of New Hampshire, at its sole expense, seeking to enjoin the release of the requested information.
- 7.8.6. By submitting a response to this solicitation, Vendors acknowledge and agree that:
  - 7.8.6.1. The Department may disclose any and all portions of the response or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this solicitation;
  - 7.8.6.2. The Department is not obligated to comply with a Vendor’s designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted; and
  - 7.8.6.3. The Department may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a Vendor.

### **7.9. Electronic Posting of RFP Results and Resulting Contract**

- 7.9.1. At the time of receipt of responses, the Department will post the number of responses received with no further information. No later than five (5) business days prior to submission of a contract to the Department of Administrative Services pursuant to this solicitation, the Department will post the name, rank



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or score of each responding Vendor. In the event that the resulting contract does not require Governor & Executive Council approval, the Agency will disclose the rank or score at least five (5) business days before final approval of the contract.

- 7.9.2. Pursuant to RSA 91-A and RSA 9-F:1, the Secretary of State will post to the public any document submitted to G&C for approval, including contracts resulting from this solicitation, and posts those documents on its website (<https://sos.nh.gov/administration/miscellaneous/governor-executive-council/>). By submitting a response to this solicitation, vendors acknowledge and agree that, in accordance with the above mentioned statutes and policies, (and regardless of whether any specific request is made to view any document relating to this solicitation), any contract resulting from this solicitation that is submitted to G&C for approval will be made accessible to the public online.

### **7.10. Non-Commitment**

Notwithstanding any other provision of this solicitation, this solicitation does not commit the Department to award a contract. The Department reserves the right to reject any and all responses to this solicitation or any portions thereof, at any time and to cancel this solicitation and to solicit new solicitation responses under a new procurement process.

### **7.11. Liability**

By submitting a response to this solicitation, the Vendor agrees that in no event shall the Department be either responsible for or held liable for any costs incurred by a Vendor in the preparation or submittal of or otherwise in connection with a solicitation response, or for work performed prior to the Effective Date of a resulting contract.

### **7.12. Request for Additional Information or Materials**

The Department may request any Vendor to provide additional information or materials needed to clarify information presented in the solicitation response. Such a request will be issued in writing and will not provide a Vendor with an opportunity to change, extend, or otherwise amend its solicitation response in intent or substance.

### **7.13. Oral Presentations and Discussions**

The Department reserves the right to require some or all Vendors to make oral presentations of their solicitation response. The purpose of the oral presentation is to clarify and expound upon information provided in the written solicitation response. Vendors are prohibited from altering the original substance of their solicitation response during the oral presentations. The Department will use the information gained from oral presentations to refine the technical review scores. Any and all costs associated with an oral presentation shall be borne entirely by the Vendor.

### **7.14. Successful Vendor Notice and Contract Negotiations**

If a Vendor is selected, the Department will send written notification of their selection and the Department's desire to enter into contract negotiations. Until the Department successfully completes negotiations with the selected Vendor(s), all submitted solicitation responses remain eligible for selection by the Department. In the event contract negotiations are unsuccessful with the selected Vendor(s), the evaluation team may recommend another Vendor. The Department will not contact Vendor(s) that are not initially selected to enter into contract negotiations.

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### 7.15. Scope of Award and Contract Award Notice

- 7.15.1. The Department reserves the right to award a service, part of a service, group of services, or total solicitation response and to reject any and all solicitation responses in whole or in part. A contract award is contingent on approval by the Governor and Executive Council.
- 7.15.2. If a contract is awarded, the selected Vendor(s) must obtain written consent from the State before any public announcement or news release is issued pertaining to any contract award.

### 7.16. Site Visits

The Department may, at its sole discretion, at any time prior to contract award, conduct a site visit at the Vendor's location or at any other location deemed appropriate by the Department, to determine the Vendor's capacity to satisfy the terms of this solicitation. The Department may also require the Vendor to produce additional documents, records, or materials relevant to determining the Vendor's capacity to satisfy the terms of this solicitation. Any and all costs associated with any site visit or requests for documents shall be borne entirely by the Vendor.

### 7.17. Protest of Intended Award

Any challenge of an award made or otherwise related to this solicitation shall be governed by RSA 21-G:37, and the procedures and terms of this solicitation. The procedure set forth in RSA 21-G:37, IV, shall be the sole remedy available to challenge any award resulting from this solicitation. In the event that any legal action is brought challenging this solicitation and selection process, outside of the review process identified in RSA 21-G:37, IV, and in the event that the State of New Hampshire prevails, the challenger agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation.

### 7.18. Contingency

Aspects of the award may be contingent upon changes to state or federal laws and regulations.

### 7.19. Ethical Requirements

From the time this solicitation is published until a contract is awarded, no Vendor shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded a solicitation, or similar submission. Any Vendor that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any Vendor who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from submitting a response to this solicitation, or similar request for submission and every such Vendor shall be disqualified from submitting any solicitation response or similar request for submission issued by any state agency. A Vendor that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the Department of Administrative Services, which shall note that information on the list maintained on the state's internal intranet system, except in the case of annulment, the information, shall be deleted from the list.

### 7.20. Liquidated Damages

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The selected Vendor agrees that liquidated damages may be determined by the Department as part of the contract specifications, as failure to achieve required performance levels will more than likely substantially delay and disrupt the Department's operations.

### 8. COMPLIANCE

**8.1.** The selected Vendor(s) must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.

**8.2.** The selected Vendor(s) may be required to participate in monitoring activities for the resulting contract(s), at the sole discretion of the Department, including, but not limited to:

8.2.1. Site visits.

8.2.2. File reviews.

8.2.3. Staff training.

### 8.3. Records

**8.3.1.** The selected Vendor(s) must maintain the following records during the resulting contract term where appropriate and as prescribed by the Department:

8.3.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the selected Vendor(s) in the performance of the resulting contract(s), and all income received or collected by the selected Vendor(s).

8.3.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

**8.3.2.** During the term of the resulting contract(s) and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the resulting contract(s) for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the resulting contract(s) and upon payment of the price limitation hereunder, the selected Vendor(s) and all the obligations of the parties hereunder (except such obligations as, by the terms of the resulting Contract(s) are to be performed after the end of the term of the contract(s) and/or survive the termination of the Contract(s)) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the selected Vendor(s) as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the selected Vendor(s).

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### 8.4. Credits and Copyright Ownership

- 8.4.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the resulting Contract(s) must include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."
- 8.4.2. All written, video and audio materials produced or purchased under the contract must have prior approval from the Department before printing, production, distribution or use.
- 8.4.3. The Department will retain copyright ownership for any and all original materials produced, including, but not limited to:
  - 8.4.3.1. Brochures.
  - 8.4.3.2. Resource directories.
  - 8.4.3.3. Protocols.
  - 8.4.3.4. Guidelines.
  - 8.4.3.5. Posters.
  - 8.4.3.6. Reports.
- 8.4.4. The selected Vendor(s) must not reproduce any materials produced under the contract without prior written approval from the Department.

### 8.5. Confidential Data

- 8.5.1. The selected Vendor(s) must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Exhibit K, DHHS Information Security Requirements.

### 8.6. Audit Requirements

- 8.6.1. The selected Vendor(s) must email an annual audit to [dhhs.act@dhhs.nh.gov](mailto:dhhs.act@dhhs.nh.gov) if any of the following conditions exist:
  - 8.6.1.1. Condition A - The selected Vendor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
  - 8.6.1.2. Condition B - The selected Vendor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
  - 8.6.1.3. Condition C - The selected Vendor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 8.6.2. If Condition A exists, the selected Vendor(s) shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Vendor's fiscal year,

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conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

- 8.6.3. If Condition B or Condition C exists, the selected Vendor(s) shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the selected Vendor's fiscal year.
- 8.6.4. Any selected Vendor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Vendor is high-risk.
- 8.6.5. In addition to, and not in any way in limitation of obligations of the resulting Contract(s), it is understood and agreed by the selected Vendor(s) that the selected Vendor(s) shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the resulting Contract(s) to which exception has been taken, or which have been disallowed because of such an exception.

### **9. APPENDICES TO THIS SOLICITATION**

- 9.1. Appendix A – Form P-37 General Provisions and Standard Exhibits**
- 9.2. Appendix B – Transmittal Letter and Vendor Information**
- 9.3. Appendix C – Technical Response to Questions**
- 9.4. Appendix D – Budget Sheet**
- 9.5. Appendix E – Program Staff List**